

REQUEST OF *C. Commissioner*

No. 92 1548

Nov 9 2 34 PM '92

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

WILLIAM F. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY

IN THE MATTER OF APPROVING)
AN INTERLOCAL SEWER SERVICE)
AGREEMENT WITH THE TOWN OF)
MILLWOOD)

R E S O L U T I O N

XXV

WHEREAS, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of Chapter 36.94 RCW, Spokane County has the power to construct, operate, and maintain a system of sewerage within Spokane County consistent with the adopted Comprehensive Wastewater Management Plan (CWMP); and

WHEREAS, pursuant to RCW 36.94.190, the County and the Town are authorized to contract with each other regarding the establishment, maintenance and operation of all or a portion of a system of sewerage; and

WHEREAS, pursuant to Chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and,

WHEREAS, the County currently owns and operates a general sewerage system within unincorporated portions of Spokane County, including in part interceptor and other sewerage facilities located within or adjacent to the Town; and

WHEREAS, the Town currently owns and operates a sanitary sewerage system, and plans to eventually expand said system to sewer the entire Town of Millwood; and

WHEREAS, the Town is desirous of connecting its sewerage system to the County's general sewerage system, and delivering wastewater intercepted and collected in the Town's system into the County's system; and

WHEREAS, the County is willing to allow the Town's connection and the delivery of wastewater from the Town's sewerage system into the County's sewerage system, under certain terms and conditions; and

WHEREAS, pursuant to an interlocal agreement between the County and the City of Spokane, dated December 22, 1980

(hereinafter referred to as the "1980 Agreement"), the City of Spokane agreed to reserve and the County agreed to purchase up to ten (10) million gallons per day capacity in the City's Regional Wastewater Treatment Plant (RWWTP) and interceptor system to provide for the County's wastewater treatment needs, in accordance with the CWMP; and

WHEREAS, the 1980 Agreement between the City and County was amended successively on August 17, 1982, September 6, 1983 and October 28, 1986; and

WHEREAS, pursuant to the 1980 Agreement, as amended, the County collects and discharges wastewater from the County's general sewerage system into the City's RWWTP and interceptor system for treatment and disposal; and

WHEREAS, the 1980 Agreement, as amended, requires the County to adopt and put in force a substantially similar pretreatment program and ordinance as that adopted by the City of Spokane, and further obligates the County to indemnify the City of Spokane for all loss, liability, damages, fines and costs incurred as a result of harmful industrial or other waste discharge from the County system of sewerage; and

WHEREAS, the City of Spokane is in the process of amending the pretreatment provisions of its sewer code to conform to state and federal requirements, and the County, in accordance with the 1980 Agreement, as amended, is in the process of drafting a pretreatment ordinance that is substantially similar to the City's pretreatment regulations; and

WHEREAS, the County anticipates that it will contract with the City of Spokane, on a reimbursable basis and with the County's assistance, to implement and administer the County's pretreatment program; and

WHEREAS, it is estimated that the future estimated average flow from the Town of Millwood when all sewerage is completed for current development will be approximately 255,000 gallons per day, with an ultimate estimated flow of 400,000 gallons per day upon full development, plus possible future addition of Inland Paper Mill process flows and/or flows from possible future annexations; and

WHEREAS, the County has sufficient reserve capacity available in the City's RWWTP and interceptor facilities to accommodate the Town's current and future wastewater flows;

WHEREAS, the Town and the County Division of Utilities have negotiated an agreement providing for the connection of the Town's sewerage system to the County's general sewerage system on certain terms and conditions, including the Town's agreement to pay the

County general facilities charges and monthly sewer service fees for the properties connecting to the County's system through the Town's sewerage system, and the Town agreeing to establish and fund a pretreatment program substantially the same as the County pretreatment program required by the City of Spokane by interlocal agreement;

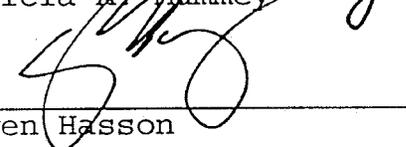
WHEREAS, the Town has been allowed to connect its sewerage system to the County's general sewerage system contingent upon execution of an appropriate interlocal agreement between the County and the Town regarding such connection;

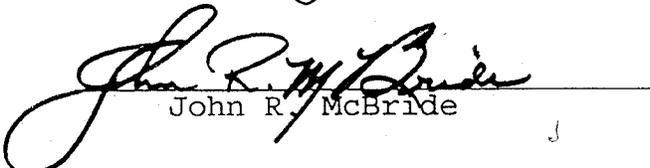
NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Spokane County, by signature of a majority of said Board or by its Chair on behalf of the Board, at other than an open meeting, if necessary, approve an Interlocal Sewer Service Agreement between Spokane County and the Town of Millwood, providing for the connection of the Town's sewerage system to the County's general sewerage system on certain terms and conditions, including the Town's agreement to pay general facilities charges and monthly sewer service fees to the County for the properties connecting to the County's system through the Town's sewerage system, and the Town agreeing to establish and fund a pretreatment program substantially the same as the County pretreatment program required by the City of Spokane pursuant to interlocal agreement.

PASSED and ADOPTED this 3 day of November, 1992.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

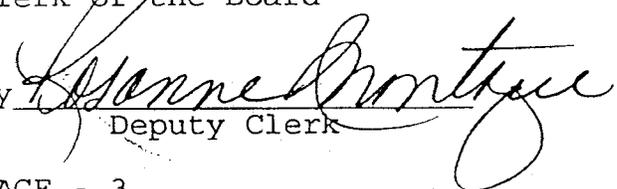

Patricia A. Mummy


Steven Hasson


John R. McBride

ATTEST:

WILLIAM E. DONAHUE,
Clerk of the Board

By 
Deputy Clerk

INTERLOCAL SEWER SERVICE AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway, Spokane, Washington 99260 (hereinafter referred to as the "County"), and the Town of Millwood, having offices for the transaction of business at East 9103 Frederick, Spokane, Washington 99206, (hereinafter referred to as the "Town"), jointly hereinafter referred to with the County as the "Parties".

W I T N E S S E T H

WHEREAS, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of chapter 36.94 RCW, Spokane County has the power to construct, operate, and maintain a system of sewerage within Spokane County consistent with the adopted Comprehensive Wastewater Management Plan (CWMP); and

WHEREAS, pursuant to RCW 36.94.190, the County and the Town are authorized to contract with each other regarding the establishment, maintenance and operation of all or a portion of a system of sewerage; and

WHEREAS, pursuant to chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and,

WHEREAS, the County currently owns and operates a general

sewerage system within unincorporated portions of Spokane County, including in part interceptor and other sewerage facilities located within or adjacent to the Town; and

WHEREAS, the Town currently owns and operates a sanitary sewerage system, and plans to eventually expand said system to sewer the entire Town of Millwood; and

WHEREAS, the Town is desirous of connecting its sewerage system to the County's general sewerage system, and delivering wastewater intercepted and collected in the Town's system into the County's system; and

WHEREAS, the County is willing to allow the Town's connection and the delivery of wastewater from the Town's sewerage system into the County's sewerage system, under certain terms and conditions; and

WHEREAS, pursuant to an interlocal agreement between the County and the City of Spokane, dated December 22, 1980 (hereinafter referred to as the "1980 Agreement"), the City of Spokane agreed to reserve and the County agreed to purchase up to ten (10) million gallons per day capacity in the City's Regional Wastewater Treatment Plant (RWWTP) and interceptor system to provide for the County's wastewater treatment needs, in accordance with the CWMP; and

WHEREAS, the 1980 Agreement between the City and County was amended successively on August 17, 1982, September 6, 1983 and October 28, 1986; and copies of said agreement and amendments have been provided to the Town; and

WHEREAS, pursuant to the 1980 Agreement, as amended, the County collects and discharges wastewater from the County's general sewerage system into the City's RWWTP and interceptor system for treatment and disposal; and

WHEREAS, the 1980 Agreement, as amended, requires the County to adopt and put in force a substantially similar pretreatment program and ordinance as that adopted by the City of Spokane, and further obligates the County to indemnify the City of Spokane for all loss, liability, damages, fines and costs incurred as a result of harmful industrial or other waste discharge from the County system of sewerage; and

WHEREAS, the City of Spokane is in the process of amending the pretreatment provisions of its sewer code to conform to state and federal requirements, and the County, in accordance with the 1980 Agreement, as amended, is in the process of drafting a pretreatment ordinance that is substantially similar to the City's pretreatment regulations; and

WHEREAS, the County anticipates that it will contract with the City of Spokane, on a reimbursable basis and with the County's assistance, to implement and administer the County's pretreatment program; and

WHEREAS, it is estimated that the future estimated average flow from the Town of Millwood when all sewerage is completed for current development will be approximately 255,000 gallons per day, with an ultimate estimated flow of 400,000 gallons per day upon full development, plus possible future addition of Inland Paper

Mill process flows and/or flows from possible future annexations;
and

WHEREAS, the County has sufficient reserve capacity available in the City's RWWTP and interceptor facilities to accommodate the Town's current and future wastewater flows;

WHEREAS, the Town has been allowed to connect its sewerage system to the County's general sewerage system contingent upon execution of this agreement between the Parties regarding such connection; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties do mutually agree as follows:

SECTION 1: GENERAL RESPONSIBILITIES OF COUNTY AND TOWN

A. The Town shall be responsible for the design, financing, construction, maintenance, repair, operation and replacement of the Town owned sewerage collection and conveyance facilities necessary to deliver wastewater from the Town of Millwood to the County's general sewerage system.

B. The County and the Town shall exercise joint approval over the design of pumping equipment, monitoring, controls and connections to County facilities necessary to integrate flows into the County sewerage system. The County agrees not to impose restrictions on hourly or daily variations in flow rates, on average flow, or on pumping rates at any Town connection to County facilities or on any Town pumping equipment after such connection or pumping equipment is approved by the County.

C. The Town shall deliver wastewater intercepted within its utility service area to the connection points on the County's general sewerage system shown on attached Exhibit A. Additional or alternative connection points not shown on Exhibit A shall be subject to County review and approval. Operational control of the flow from the Town once it enters the County's system shall be the sole responsibility of the County.

D. The County shall be responsible for receiving, conveying, treating and disposing of Town wastewater, in the quantities hereinbefore estimated, which enters the County's general sewerage system at the connection points described in paragraph C above. The County shall be responsible for operation and maintenance of its general sewerage system.

E. The County and the Town shall operate and maintain their respective sewerage systems in compliance with all applicable laws, regulations and permits.

F. The Town hereby approves connection of the County's general sewerage system to the Town's system at the two locations along the Town's easterly corporate boundary shown on Exhibit A, on condition that the County provide the Town with the average and peak ultimate flow rates for wastewater to enter the Town's system at each location, the desired pipeline invert elevations at each location, and the estimated schedule for County connection. Upon completion of the Town's design of those pipelines required to transport County wastewater flows through the Town's system, the County shall review and approve in writing the final selection of

pipe size(s), slope(s) and invert elevation(s) of such Town pipelines. The County shall reimburse the Town for any additional costs incurred by the Town from providing capacity for County wastewater flows in the Town's system, unless such costs are reimbursed by grants. The County shall be solely responsible for determining the required connection points and ultimate flow capacity required for County generated wastewater entering the Town's system. Additional or larger pipelines required in the future to transport County generated flows shall be allowed only with the Town's approval and at the sole expense of the County.

SECTION 2: RATES AND CHARGES

A. Upon execution of this Agreement, the Town shall be responsible for paying General Facilities Charges (GFCs) to the County, pursuant to the rate schedule provided in the County's General Facilities Ordinance, as amended, for those properties connected through the Town's sewerage facilities to the County's general sewerage system, including the payment of additional GFCs applicable to any subsequent changes in use or intensity of use on such properties. Payment of GFCs by the Town as indicated above shall be considered full payment to the County for capital costs of the interceptor, treatment and disposal, and other general facilities required to serve Town wastewater flows. (*The Town shall submit a monthly report to the County by the 15th day of each month listing all new or additional GFC amounts accruing from the previous month for those properties connected to the County's sewerage facilities. The County shall review the monthly report

and bill the Town for all applicable GFCs during the first week of the following month. Payment shall be due from the Town by the end of the second month following such billing and shall be considered delinquent if unpaid thereafter. Delinquent charges shall bear interest at the rate of eight percent (8%) per annum, and a ten percent (10%) penalty on the delinquent amount shall be added if not paid within ninety (90) days of billing therefore. The County may, for reasons of administrative convenience, waive any interest charges that accrue on delinquent charges.

B. The Town shall be responsible for the cost of connecting its sewerage system to the County's general sewerage system, at the points described in paragraph C of Section 1 above.

→ C. The Town shall also be responsible for paying monthly sewer service charges to the County for sewer service provided after the date of connection for those properties connected to the County's general sewerage system through the Town's facilities. Monthly charges shall be based on the rate charged by the City of Spokane to the County for interception and treatment of wastewater, as specified under Section VII, charge elements I(a) and (b), of the 1980 Agreement between the County and the City of Spokane, and considering the proportionate volume of Town, County and City of Spokane average annual flows, plus a fifteen percent (15%) surcharge. The service charges payable to the County (which includes the 15% surcharge payable by the Town) shall be deemed to include all labor, materials, administrative, legal, engineering and other necessary maintenance and operational expenses incurred

by the County in connection with this Agreement. The volume of wastewater upon which the monthly sewer service charge to the Town shall be based shall be determined as follows, unless otherwise agreed to in writing by the Town Clerk-Treasurer and the County Utilities Director:

- (1) Residential and Nonresidential user categories shall be based on the County's classification system.
- (2) Residential Wastewater Flow Volume shall be determined on a per dwelling unit basis, by multiplying the average Town of Millwood household size times 75 gallons per day (gpd). On this basis, flow volumes per residential unit for the Town currently equal $75 \text{ gpd} \times 2.28 \text{ persons/dwelling unit}$, or 171 GPD/D.U. This value shall also be established as the Town's Equivalent Residential Unit (ERU) for wastewater flow volume. This value may be revised in the future to reflect changes in the Town's average household size, as established by future Town or U.S. census data, or changes in flow volumes, as established by actual flow measurements.
- (3) Non-residential Wastewater Flow Volume shall be determined on the basis of metered water volume provided to users; Provided, the average gpd of metered water volume provided to users during the non-irrigating season shall be used to calculate water volume generated during the irrigating season. In some cases, a special water meter reading period(s) may be used to estimate wastewater production for

particular users, as reasonably agreed to by the County. In special cases, individual measurement of wastewater flow may be utilized, as reasonably agreed to by the County.

X D. The Town shall submit a monthly report to the County by the 15th day of each month listing the computed wastewater flow rates during the previous month for all properties connected to the County's sewerage facilities. The County shall review the monthly report and during the first week of the following month bill the Town for the applicable sewer service charges. Monthly sewer services charges payable to the County by the Town shall be due within 30 days of billing and shall be considered delinquent if unpaid thereafter. Delinquent charges shall bear interest at the rate of eight percent (8%) per annum, and a ten percent (10%) penalty shall be added if not paid within sixty (60) days of billing therefore. The County may, for reasons of administrative convenience, waive any interest charges that accrue on delinquent charges.

E. For each property connected to the County's general sewerage system before execution of this agreement, the Town shall be responsible to the County for the payment of: (1) GFCs, based on the GFC rates established by County resolution at the time of connection, or the time when additional GFCs were applicable to the property, as the case may be, and (2) monthly sewer service charges, based on one-half (1/2) the number of months that have transpired from the date the property was connected to the County's system and applying the rate basis described in this agreement.

F. The Town shall submit a report to the County by November 15, 1992, listing the amount of GFCs accruing for all Town properties connected to the County's system from the time of their connection through October, 1992, as well as listing the computed wastewater flow rates for such properties during the months they have been connected to the County's system through October, 1992. The County shall bill the Town for the GFC amounts and service charges payable, subject to subsection E above, during the first week of December, 1992. Payment of the amounts billed for such GFCs shall be due and payable by January 31, 1992, and any amounts remaining unpaid for 60 days after the billing date shall immediately commence accruing interest and penalty at the rates provided for in subsection A above. Payment of the amounts billed for such service charges shall be due and payable by the Town within 30 days after billing, and any amounts remaining unpaid for thirty days after billing shall immediately commence accruing interest and penalty at the rates provided for in subsection D above. GFC amounts and service charges accruing after October, 1992 shall be reported, billed for, become due and payable, and accrue interest and penalty according to subsections A and D above, respectively.

SECTION 3: PRETREATMENT REQUIREMENTS

A. The Town shall establish and implement a uniform program for pre-treatment requirements, exclusion of inflow and infiltration, control of strong waste criteria, a sewer use ordinance, and an equitable sewer user charge distribution system,

all in accordance with the City of Spokane's NPDES permit, applicable state and federal laws, the County's proposed pretreatment ordinance, and the County's pretreatment requirements imposed by the City of Spokane. Each utility (County and Town) shall be responsible for implementing and enforcing such requirements within their respective utility service areas.

B. The Town shall submit its programs, policies and regulations to the County, who shall review and approve the same for compliance with the requirements of this Agreement. The County shall also have authority to enforce the program for the Town in the event the Town fails or refuses to implement or enforce the same after reasonable notice, and bill the Town for necessary services rendered therefore. The County shall notify the Town of any future revisions to County pretreatment requirements necessitated by changes in federal, state or local laws or regulations.

C. Subject to this Agreement and applicable laws and regulations, the Town shall develop and enforce its pretreatment program, ordinance, regulations, penalties and permits; PROVIDED, such program shall be substantially equivalent to the programs, ordinances, regulations and permits adopted by the County or the City of Spokane regarding pretreatment; and PROVIDED FURTHER, that the County may conduct inspections, monitor said program, test Town discharge sources, and review any records, permits or files related to the pretreatment program in the event federal, state or local regulations require the same and the Town does not perform such

tasks.

D. Within the time frames established by the Washington State Department of Ecology (WDOE), the Town agrees to adopt and put in force a substantially similar pretreatment ordinance as that of the County or the City of Spokane, and implementing regulations. For any revisions to the County or City ordinances, the Town shall adopt corresponding revisions to its pretreatment ordinance within time frames established by the WDOE.

E. Within time frames established by the WDOE, the Town shall consider, adopt and implement utility service contract modifications, rates and related matters, as deemed necessary by the Town to establish a pretreatment program substantially similar to the County's and City's program.

E. The provisions of this Agreement regarding pretreatment shall not apply to matters outside the legal regulatory or contractual power of the parties, and shall not contradict the requirements of any applicable law or order of the WDOE or other regulatory agency with jurisdiction.

F. For industrial users or other significant wastewater sources, as defined in U.S. Environmental Protection Agency or WDOE regulations, using the Town's public sewerage system but located outside the Town's corporate limits, the Town agrees to contractually impose industrial discharge permit requirements, developed as part of the Town's pretreatment program and in compliance with state and federal law, directly upon said industrial users or designated discharge source. "Industrial user"

refers to a utility customer or premises connected to the County's or the Town's sewerage system, as defined in the County's pretreatment ordinance, and in accord with County practice. Such term also includes any significant discharge source designated as such by the County Director of Utilities; PROVIDED, HOWEVER, if the designation of a utility customer or premises as industrial user by County practice or by the County Utilities Director is more restrictive than under EPA or WDOE definitions, such designation shall be binding on the Town only with its consent.

G. The Town shall obtain an appropriate state wastewater discharge permit for all connections to the County's system, if required by the WDOE.

H. Resources. The Town shall provide funds, personnel and resources reasonably determined by the County as necessary to establish and enforce its pretreatment program.

I. Industrial User Survey. The Town shall develop and regularly update an Industrial User Survey similar to the County's or City of Spokane's survey and notify the County of any significant changes within thirty (30) days of such change.

SECTION 4: RECORDS, FILES AND INSPECTIONS

A. All Town files, ordinances and records developed or related to this Agreement shall be freely open to inspection and copying by the County Director of Utilities. Said Director may inspect, take samples or tests, or conduct other monitoring activities as he/she deems necessary to assure compliance with this Agreement and any ordinance or program related thereto.

B. Any authorized officer or employee of the County may enter and inspect, at no cost, and at any reasonable time, any part of the Town's sewerage system, for the purpose of determining compliance with pretreatment requirements. "No cost", for the purpose of this section, means the Town shall not impose any charge, but does mean that the Town shall be liable for reasonable expenses incurred by the County. The right of entry and inspection shall include access to public streets, above and below ground, and to easements and property within which the system is located. The County shall additionally be permitted, as appropriate, and upon reasonable notice to the Town and the private owners, to enter upon private property to inspect sewage discharges. The County's right of inspection shall include on-site inspection of pretreatment and sewerage facilities, observation, measurement, sampling, testing and access to (with the right to copy) all pertinent compliance records located on the premises of the industrial user or other significant discharge source identified by the County Director of Utilities.

C. The Town Clerk-Treasurer shall, at the request of the County Director of Utilities, and at no cost, furnish copies of the following documents which may be required for the County or the City of Spokane to meet required federal, state, or local regulations, or to monitor compliance with this Agreement: Town ordinances; applicable regulations, as adopted and as later amended; other interjurisdictional agreements; all industrial waste discharge permit acceptance forms issued; and any contract entered

into for the purposes of industrial or other sewage or waste control. The Town shall similarly provide the County access to and copies of, at no cost, all industrial or other pretreatment disclosure forms, industrial or other monitoring reports, including 40 CFR, Section 403.12 compliance reports, self-monitoring reports, baseline reports, records of violations and actions taken, and any other monitoring or reporting requirements imposed by federal, state or local health or environmental regulations. Such records and related information shall be maintained by the Town for inspection by the County for at least three (3) years.

D. Both the County and the Town shall make available to each other, the Washington State Auditor, or other federal or state agency, or their duly authorized representatives, at any time during their normal business hours, all records, books or pertinent information which the Town or County shall have kept in conjunction with this Agreement; PROVIDED, this shall not apply to records which are relevant to a controversy to which the Town or the County is a party but which records would not be available to an opposing party (including, without limitation, the Town or the County) seeking discovery of such records under the rules of pretrial discovery for causes pending in superior court.

SECTION 5: COUNTY REMEDIES

A. If the County Director of Utilities determines that the Town has not adopted or implemented a pretreatment ordinance/program consistent with this Agreement or has failed to satisfactorily implement or enforce the requirements established

thereunder, or has otherwise failed to perform this Agreement, he/she may issue a written notice to the Town Clerk-Treasurer, specifying the nature of the deficiency and any proposal to correct the same. The notice shall specify a reasonable schedule for compliance.

B. Should the Town fail to perform in accordance with the notice within the time specified, the County may proceed to fulfill the terms thereof, at the Town's expense and liability; PROVIDED, HOWEVER, if the Town fails to agree with the written notice, it may appeal the same to a mutually accepted arbitrator, whose decision shall be final and binding. If no agreement as to choice of arbitrator can be reached, the parties shall accept an official from the WDOE designated by such agency as arbitrator. The Town's appeal shall be denied unless the Town provides written notice to the County of its desire to appeal the notice of deficiency within thirty (30) calendar days of the Town's receipt of the notice of deficiency from the County Director of Utilities.

C. If the County Director of Utilities determines that the Town has failed or refused to fulfill any federal, state or local laws or regulations concerning pretreatment obligations, or that any industrial user or other significant discharge source into the Town's system identified by the County Director of Utilities is violating the pretreatment ordinance or program, and if the Town does not fulfill its obligations after receiving a notice of deficiency from the County Director of Utilities, the County may develop and issue a notice to the Town of a remedial plan

containing a description of the pretreatment deficiencies, an enumeration of steps needed to be taken by the Town to resolve the deficiencies, and a reasonable time schedule for attaining needed compliance with all pretreatment requirements. The Town agrees to timely implement and accomplish such plan; PROVIDED, HOWEVER, the Town shall not be required to comply with such plan if the Town timely notifies the County of its intent to appeal any such matter to the arbitrator provided for above and the Town's appeal is subsequently upheld by the arbitrator.

D. Should any utility customer fail or refuse to comply with the pretreatment ordinance and program adopted by the Town, or with the remedial plan, either the Town or the County, where deemed necessary, may seek injunctive relief against such discharge.

SECTION 6: EMERGENCY ACTION

Where, in the judgement of the County Director of Utilities, a discharge to the County's system from the Town's system or from its customers presents an imminent danger to the health, safety and welfare of any person, or an imminent danger to the environment, or interferes with the operation of the County's sewerage system or the City of Spokane's sewerage system, said Director may immediately initiate steps to identify the source of the discharge, and to halt or prevent said discharge. Said Director may further seek injunctive relief against any industrial user or discharge source contributing to the emergency condition, and/or pursue any other legal remedies available.

SECTION 7: INDEMNITY AND LIABILITY

A. The Town hereby indemnifies for and holds the County harmless from all loss, liability, damages, fines and costs incurred by the County, the City of Spokane or third parties as a result of harmful industrial or other waste discharge from the Town's system of sewerage. The Town shall also reimburse the County for all fines or costs stemming from injury to County or City of Spokane personnel, damage to County or City of Spokane facilities, disruption of treatment processes or operations, harmful degradation of sludge quality, NPDES permit violations, and any air, water or sludge quality violations; caused by harmful industrial or other waste discharge received from the Town's system.

B. The County hereby indemnifies for and holds the Town harmless from all loss, liability, damages, fines and costs incurred by the Town, the City of Spokane or third parties as a result of harmful industrial or other waste discharge from the County's system of sewerage which is not the result of or caused by harmful industrial or other waste discharge from the Town's system of sewerage. The County shall also reimburse the Town for all fines or costs stemming from injury to Town or City of Spokane personnel, damage to Town or City of Spokane facilities, disruption of treatment processes or operations, harmful degradation of sludge quality, NPDES permit violations, and any air, water or sludge quality violations; caused by harmful industrial or other waste discharge received from the County's system which is not the result

of or caused by harmful industrial or other waste discharge from the Town's system of sewerage.

C. Each party hereby indemnifies for and holds harmless the other for all liability, claims, damages and costs, including reasonable attorney fees, which result from or arise out of the negligence or fault of such party.

SECTION 8: GENERAL

A. Assignment. Neither party may assign any interest in this Agreement without the express written consent of the other party; PROVIDED, the County may contract with the City of Spokane to administer and enforce the County's rights, responsibilities and powers under this Agreement regarding the Town's pretreatment program, and the Town may contract with the City of Spokane to administer and enforce the Town's pretreatment responsibilities, rights and powers under this Agreement; PROVIDED FURTHER, any such contracts executed with the City of Spokane shall not relieve the Parties of any of their respective duties, responsibilities or liabilities under this Agreement, nor limit the right of such party to enforce its rights and powers under this Agreement.

B. Waiver. No officer, employee or agent of the Town or the County has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure

of either the County or Town to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other of any provisions shall not in any way affect the validity of this Agreement or any part hereof, or the right of either to hereafter enforce each and every such provision.

C. Notices. All notices called for or provided for in this Agreement shall be in writing and must be served on any of the parties either personally or by registered or certified mail, return receipt requested, at their respective addresses hereinabove given. Notices sent by registered or certified mail shall be deemed served when deposited in the United States mail postage prepaid.

D. Headings. The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to nor shall they be deemed to define, limit or extend the scope or intent of the captions to which they apply.

E. All Writings Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.

SECTION 9: PERIOD OF AGREEMENT

A. Duration. This Agreement shall be of indefinite duration except as provided herein.

B. Amendment. No modification or amendment of this the

Agreement shall be effective unless executed in writing with the same formalities attendant to execution of this Agreement.

C. Termination. This Agreement may not be terminated without the concurrence of both Parties, agreed to in writing and executed with the same formalities attendant to execution of this Agreement. Upon termination, each party shall retain their own property and facilities.

SECTION 10: ADMINISTRATION

The Parties hereby designate the Spokane County Utilities Director as the administrator of this Agreement for the County, and the Town's Clerk-Treasurer as the administrator for the Town.

SECTION 11: AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the County and the Town.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed on the dates set forth below.

DATED this 3 day of November, 1992.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Patricia A. Mummey
Patricia A. Mummey, Chair

Steven Hasson
Steven Hasson

John R. McBride
John R. McBride

ATTEST:

WILLIAM E. DONAHUE,
Clerk of the Board

By Lyonne Montoye
Deputy Clerk

DATED this 2 day of November, 1992.

TOWN OF MILLWOOD, WASHINGTON

By Janne Batson
MAYOR

ATTEST:

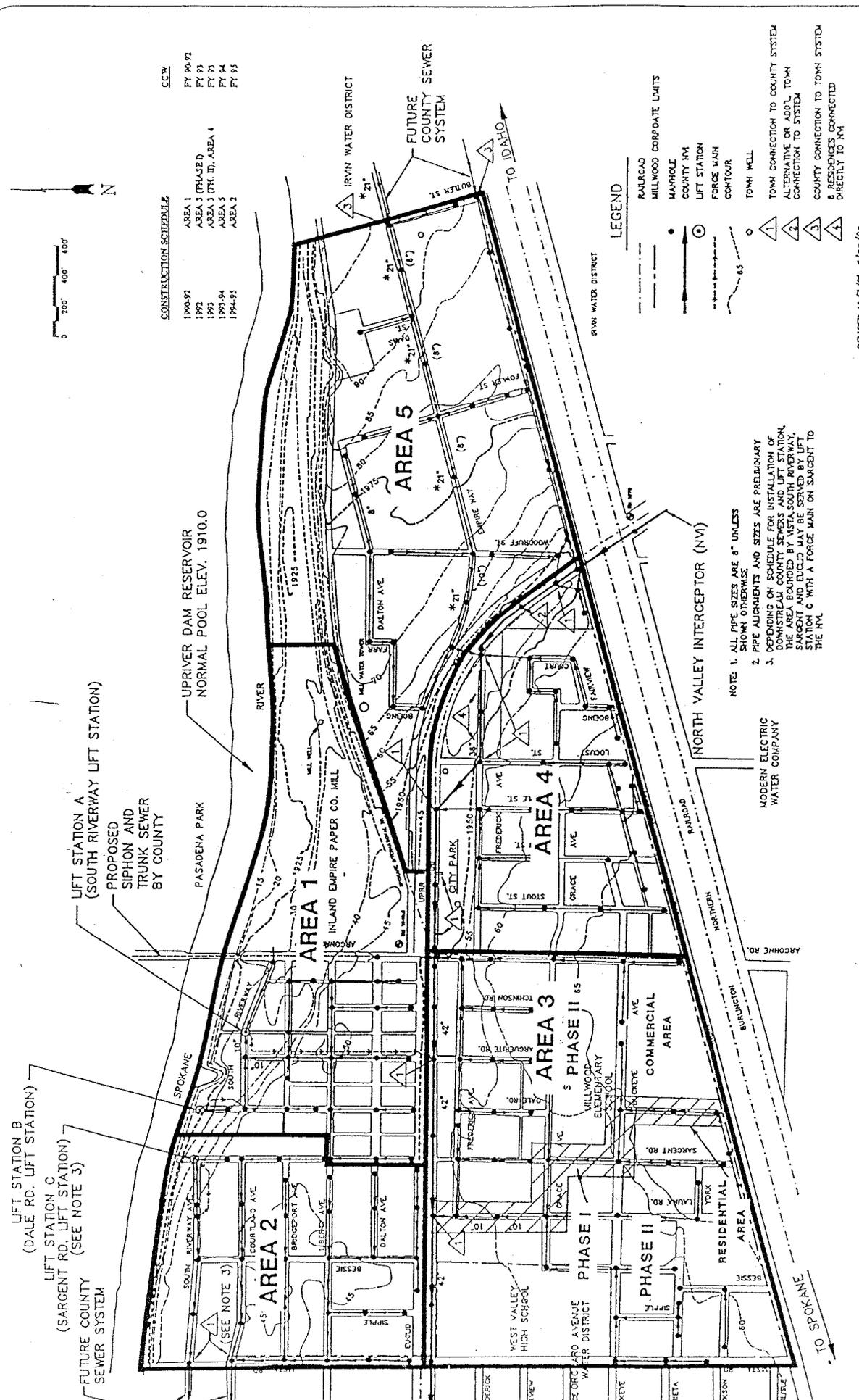
Eva S. Colomb
Town Clerk

Approved as to form only:

Michael C. Dempsey
Michael C. Dempsey
Deputy Prosecuting Attorney
Spokane County

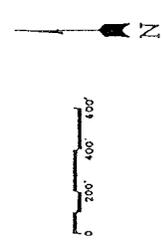
Approved as to form only:

David H. Herman
David H. Herman
Attorney for the Town of Millwood



CONSTRUCTION SCHEDULE

CCW	AREA
PY 94-97	AREA 1
PY 93	AREA 3 (PHASE I)
PY 93	AREA 3 (PHASE II), AREA 4
PY 93	AREA 5
PY 94	AREA 2
PY 95	



- LEGEND
- RAILROAD
 - MILLWOOD CORPORATE LIMITS
 - MANHOLE
 - COUNTY RM
 - LIFT STATION
 - FORCE MAIN
 - CONTOUR
 - TOWN WELL
 - TOWN CONNECTION TO COUNTY SYSTEM
 - ALTERNATIVE OR ADD'L CONNECTION TO SYSTEM
 - COUNTY CONNECTION TO TOWN SYSTEM
 - RESIDENCES CONNECTED DIRECTLY TO RM

- NOTE 1. ALL PIPE SIZES ARE 8" UNLESS SHOWN OTHERWISE
- NOTE 2. PIPE ALIGNMENTS AND SIZES ARE PRELIMINARY
- NOTE 3. DEPENDING ON SCHEDULE FOR INSTALLATION OF DOWNSTREAM COUNTY SEWERS AND LIFT STATION, THE AREA BOUNDED BY VISTA SOUTH RIVERWAY, SARGENT AND EUCLID MAY BE SERVED BY LIFT STATION C WITH A FORCE MAIN ON SARGENT TO THE HWY.

REVISED 11/17/91, 2/20/92
 TOWN OF MILLWOOD, WASHINGTON
 PRELIMINARY SANITARY SEWER SYSTEM SCHEMATIC
 EXHIBIT A

V VARELA AND ASSOCIATES, INC.
 ENGINEERING AND MANAGEMENT

* 21" TRUNK SEWER ON EMPIRE WAY IS PRELIMINARY DESIGN BY COUNTY. MILLWOOD REQUIREMENT IS SHOWN AS (8") AND (10").